

10463. Adulteration and misbranding of couch grass. U. S. * * * v. Herbert Robinson McIlvaine & Donald McIlvaine (McIlvaine Bros.). Pleas of guilty. Fine, \$100. (F. & D. No. 15990. I. S. No. 6345-t.)

On May 22, 1922, the United States attorney for the Eastern District of Pennsylvania, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Herbert Robinson McIlvaine and Donald McIlvaine, copartners, trading as McIlvaine Bros., Philadelphia, Pa., alleging shipment by said defendants, in violation of the Food and Drugs Act, on or about May 5, 1921, from the State of Pennsylvania into the State of New York, of a quantity of couch grass which was adulterated and misbranded. The article was labeled in part: "McIlvaine's (McIB) Couch Grass * * * McIlvaine Brothers, Importers And Manufacturers, Philadelphia * * *"

Analysis of a sample of the article by the Bureau of Chemistry of this department showed that it consisted of 84 per cent Bermuda grass and 16 per cent genuine couch grass.

Adulteration of the article was alleged in the information for the reason that it was sold under and by a name recognized in the United States Pharmacopœia and differed from the standard of strength, quality, and purity as determined by the test laid down in the said pharmacopœia, official at the time of investigation, in that the article was a mixture composed in large part of Bermuda grass, whereas the said pharmacopœia provided that the said article, to wit, couch grass, should consist exclusively of Triticum.

Misbranding was alleged for the reason that the statement, to wit, "Couch Grass," borne on the packages containing the article, regarding the article and the substance contained therein, was false and misleading in that it represented that the said article consisted wholly of couch grass, whereas, in truth and in fact, it did not so consist but did consist in large part of Bermuda grass. Misbranding was alleged for the further reason that the article was a mixture composed in large part of Bermuda grass and was offered for sale and sold under the name of another article, to wit, couch grass.

On May 22, 1922, the defendants entered pleas of guilty to the information, and the court imposed a fine of \$100.

C. W. PUGSLEY, *Acting Secretary of Agriculture.*

10464. Adulteration and misbranding of butter. U. S. * * * v. Frank Hurwitz. Plea of guilty. Fine, \$100 and costs. (F. & D. No. 16008. I. S. No. 8370-t.)

On May 2, 1922, the United States attorney for the District of Maryland, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Frank Hurwitz, Baltimore, Md., alleging shipment by said defendant, on or about September 28, 1921, in violation of the Food and Drugs Act, as amended, from the State of Maryland into the District of Columbia, of a quantity of butter which was adulterated and misbranded. The article was labeled in part: "Moon Girl Brand Pure Creamery Butter. Manufactured by F. Hurwitz, Baltimore, Md. * * * One Pound Net When Packed."

Analysis of a sample of the article by the Bureau of Chemistry of this department showed that it contained 22.6 per cent moisture. Examination of 52 cartons by said bureau showed an average weight of 15.28 ounces.

Adulteration of the article was alleged in the information for the reason that a certain substance, to wit, water, had been mixed and packed therewith so as to lower and reduce and injuriously affect its quality, for the further reason that a substance, to wit, excessive added water, had been substituted in part for butter, which the article purported to be, and for the further reason that a valuable constituent thereof, to wit, milk fat, had been in part abstracted.

Misbranding was alleged in substance for the reason that the statements, to wit, "Pure Creamery Butter * * * One Pound Net," borne on the cartons containing the article, and the statement "Net Weight One Pound," borne on the wrappers thereof, regarding the article and the substance contained therein, were false and misleading in that the said statements represented that the article consisted wholly of pure creamery butter and that each of the packages contained one pound net of the article, and for the further reason that the article was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that it consisted wholly of pure creamery butter and that each of the said packages contained one pound net of the said article.